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File No: 35166

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF UTAH**  
**CENTRAL DIVISION**

In re:	Bankruptcy Case No. 10-24151 JTM
PISA FINAI AND ANGIE FINAI	
Debtors.	Chapter 13
	<b>STIPULATION TO CURE POST-PETITION ARREARAGE</b> [Filed Electronically]

U.S. Bank National Association ND, hereafter (öSecured Creditorö), by and through its attorney, Benjamin J. Mann, and the Debtors, by and through their attorney, Lee Davis, hereby stipulate as follows:

1. That through December 1, 2010, the Debtors are in arrears four months on post-

petition mortgage payments of \$1,728.00 each and three late charges of \$75.03 each and have agreed to pay those amounts as set forth below.

2. That Secured Creditor has expended reasonable attorney fees and expenses in this action in the sum of \$800.00, which amount Debtors agree to pay as set forth below.

3. Debtors agree to make the following payments to cure post-petition arrearage and other amounts owing as set forth in paragraphs one and two above (said payments also include current payments commencing with the December, 2010 payment):

- a. Debtors agree to pay \$5,000.00 on or before January 5, 2010 to Secured Creditor.
- b. Regular payment in the amount of \$1,728.00 due on or before the first day of each month for the months of January, 2011 through June, 2011;
- c. \$489.52 due on or before the fifteenth day of each month for the months January, 2011 through June, 2011;

4. The payments required by paragraph three above must be made with certified funds at the office of U.S. Bank, N.A., 4801 Frederica, West B, Owensboro, KY 42301.

5. Debtors shall make regular monthly payments of \$1,728.00 (or more or less per reserve account adjustment) due on the first day of each month commencing July, 2011, and thereafter and payable directly to U.S. Bank, N.A., 4801 Frederica, West B, Owensboro, KY 42301. Debtors also agree to pay with the payments above in paragraph three any additional amount, if any, due to an increase in the monthly reserve requirement following notice by Secured Creditor.

6. In the event any payment required by paragraph three is not made in full within ten (10) days of when due as set forth above, then Secured Creditor may immediately obtain an ex

parte order terminating the automatic stay by presenting an affidavit of nonpayment to the Court without need for further notice or hearing so that it may continue with its foreclosure proceedings.

7. In the event any of the regular monthly payments due July, 2011 or thereafter as required by paragraph 5 are not paid when due, then Secured Creditor may obtain an ex parte order terminating the automatic stay as outlined above, but only after giving written notice of the nonpayment to Debtors and Debtors' attorney, and the unpaid amounts, plus any payments coming due within the ten (10) day period following the date of the notice, remain unpaid for ten (10) days following the date of the notice. Notice shall be by certified mail and shall be complete upon deposit in the U. S. Mail. However, and notwithstanding the foregoing to the contrary, in the event three such written notices are given and there is a fourth default by Debtors, then Secured Creditor shall be entitled to an ex parte order terminating the automatic stay by presenting an affidavit and order to the Court, but without the necessity of giving a fourth written notice or any other notice to Debtors.

8. All written notices required hereunder shall be addressed as follows:

Pisa Finai and Angie Finai  
3669 West 4310 South  
Salt Lake City, UT 84120  
Debtors

Lee Davis  
180 East 2100 South, Suite 102  
Salt Lake City, Utah 84115  
Debtors' Attorney

9. The acceptance by Secured Creditor of a late or partial payment shall not act as a waiver of Secured Creditor's right to proceed hereunder.

10. In the event debtors are delinquent in Chapter 13 plan payments, debtors agree to cure the delinquency within 30 days.

11. Debtors agree to file an amended budget with the court and/or affidavit regarding debtors' post-petition delinquency (as the Court requires) and serve a copy of the same on the Trustee within 10 days or relief can be granted.

12. With respect to Rule 4001(a)(3), the Court should allow immediate enforcement of any order for relief granted in accordance with this stipulation and the order filed herewith.

13. The Court is requested to execute the Order Based on Stipulation to Cure Post-Petition Arrearage filed herewith.

DATED this 13th day of December, 2010.

/s/ Benjamin J. Mann

Benjamin J. Mann

Attorney for U.S. Bank National Association ND